O. Arbitration/53.

1953 **File No.** 34/53.

Legal Department

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Subject:— Opinion on the Arbitration Act.

O. Arbitration/53.

File No 34/53

C O N T E N T S.

Legal Department, File No. O. Arbitration/53.

Sr. No.	N.I. / O. No.	Subject	Pages.
		Opinions on the Arbitration Act.	
1.	~~O-87~~ ~~9-2-53.~~	Arbitration proceedings Deciding the disputes by taking summary evidences.	1-3.
2.	~~O-807~~ ~~30-12-53.~~	Filing of suit by M/s. Anand Milk Products Ltd. for certain claims — — whether the suit if filed is defensible.	5.

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In their letter dt. 23-5-52, M/s. Little & Co. stated that most of the cost which would be incurred in a suit could be avoided in arbitration proceedings especially if the arbitrators are authorised to take summary evidence and to decide the dispute summarily.

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R.L.A. in his opinion No. 9512 dated 7-6-52 agreed with this suggestion of M/s. Little & Co. and in the draft agreement of reference to arbitration a clause conferring upon the arbitrator express authority to

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take summary evidence and to decide the dispute summarily, was included. The Plaintiff's attorneys have returned the draft agreement after deleting the provision regarding following of summary procedure by

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the Arbitrator. Thereafter M/s. Little & Co. informed the F.C. that it was not usual to insert such a provision in arbitration references relating to substantial matters and if evidence was to be taken they were unable to see how it really could help Govt. to insist on the provision for summary procedure. M/s. Little & Co. therefore asked for Govts. instructions

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in the matter. R.L.A. then advised that if agreements on this issue was not possible the provision may not be insisted upon. F.C's office now proposed to inform M/s. Little & Co. that they have no objection to the deletion of the clause. Before doing so the papers ..e shown to this Deptt. about the final wording of this clause.

Please See U.R. to F.C., No. G-87, dated the 9th February 1953.

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There is no question of deciding about any final wording of the clause relating to summary procedure. The whole clause is to be deleted. The draft letter proposed to be sent to Messrs. Little and Company is in order.

Sd/-

Solicitor to Government.

U.R. to F.C., No. G-87, dated the 9th February 1953.

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Office of the R.L.A.

All the claims of the Company were considered in R.L.A's opinion No. G-678, dated the 8th December 1952. As stated in paragraph 2 of R.L.A's further opinion No. 1338/G-Confl, dated the 19th October 1953 if relief as advised by the R.L.A. in his above opinion of 8th December 1952 has been granted, the suit, if filed by Messrs. Anand Milk Products Ltd., would be defensible . A counter claim can also be made for about Rs. 67,000/- regarding adjustment under clause 16(i)(b) of the agreement. The Milk Commissioner's office has asked for R.L.A s advice on the proposal of the Company to refer the claim to arbitration. As Government has a good case, the case does not appear a fit one for being referred to arbitration. This is however primarily for the administrative Department to decide.

Sd/-

Remembrancer of Legal Affairs.

U.R. to M.C., No. G-807, dated the 30th December 1953.

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